Insurance (Marine)—Non-Disclosure by Insurer of Material Facts.—Thames & Mersey M. I. Co. *v.* Gunford (1911), A. C. 529. This was an action on a policy of marine insurance, the defence being that the policy was null and void owing to the non-disclosure by the insured of material facts: (1) that the master of the ship had not been at sea for twenty-two years, and that the last ship he had been master of had been lost and his certificate had been suspended, and (2) the existence of "honour policies" in favor of the managing owner for disbursements made on account of the ship. The Court of Sessions, Scotland, had held that the non-disclosure of these matters did not avoid the policy. The House of Lords (Lord Loreburn, L. C., and Lords Macnaghten, Alverstone, Shaw, and Robson) agreed with the Court of Sessions (Lord Shaw, dubitante), that there was no duty on the part of the owners to inform the insurers as to the past history of the master, and that the omission to disclose the facts of his previous career did not constitute the non-disclosure of a material circumstance; but they held that the non-disclosure of the existence of the "honour policies" which were effected on the basis that no further proof of loss should be required than the policy, and which constituted them in fact gaming or wagering policies, was a material fact, the non-disclosure of which avoided the policies, and the action therefore failed.—Canada Law Journal (English Case).

Nuisance—Highway—Defective Railing—Nuisance Caused by Trespasser—Absence of Knowledge of Nuisance by Owner of Premises—Duty of Owner.—Barker *v.* Herbert (1911), 2 K. B. 633. This was an action brought to recover damages for an injury sustained by the plaintiff owing to a nuisance on the defendant's premises, in the following circumstances. The defendant was the owner of premises fronting on a public street, and in front of the house was an area protected by a railing, which had been rendered defective owing to boys playing football in the street. The plaintiff, a child, had passed through the opening made in the railing, and was clambering along inside the railing and while so doing fell into the area and was injured. The jury found that the gap in the fence constituted a nuisance, but that the defendant did not know of it, and that such a time had not elapsed since the rail had been removed, that he would have known of it if he had used reasonable care. On these findings the Court of Appeal (Williams, Moulton, and Farwell, L. JJ.) held that the plaintiff was not liable, the nuisance having been created by trespassers. The court was also of the opinion that the plaintiff's injuries were not due to the nuisance, as he had not fallen through the gap, but had gone safely through the gap in order to clamber along the inside of the railing.—Canada Law Journal (English Case).

A Very Complicated Cause.—Involving intricate questions of the

law of nationality and succession of a British subject who was the son of an Ottoman and was converted to the Mohammedan faith—fell to be decided lately by the Court of Appeal in Paris (Legge *v.* Chidice). The testator was born in the Island of Malta, of Ottoman parents, and was brought up as a Christian. His father was naturalised as an English subject while he was still a minor, and subsequently he himself lived in England many years and mingled in English society. He died at San Remo, and by his will left all his fortune to his daughter. The will was admitted to probate here, and the testator's movable property in England was transferred to the legatee. But a claim was set up in Paris by the paternal cousins of the deceased that, as his agnates, they were entitled by Turkish law to half his movable property without regard to the provisions of the will. They argued that by Turkish law the testator remained an Ottoman subject, because naturalization was not recognized, except when authorized by an Imperial Iradé, which had not been done in this case. On the other side it was claimed that the testator was a British subject on three grounds—(a) jure soli, (b) by the naturalization of his father, and (c) by his voluntary choice expressed by his residence in England—and that, therefore, the succession was determined by English law. The court finally upheld the will, holding that when there is a conflict of laws as to the nationality of a person the foreign court before which the question is raised may determine it by the rule of the autonomy of the will. The modern principle is Quisquam potest exuere patriam, and the de cujus in this case had made it clear that he desired to adopt English nationality. The claim of the agnates was further invalidated through the conversion of the deceased to Mohammedanism, because by the Ottoman law it was only as Christian agnates that they were entitled to recover. Had the question of the succession arisen as regards the English movables it would have been determined by the principle of domicile, and the will would clearly have been good, as the testator was domiciled in England.—London Law Journal.

Suicide within One Year from Application for Policy.—One Rich took out an insurance policy on the 18th day of May, 1908, and on May 11, 1909, committed suicide. The policy contained a provision that the company would not be liable in the event of the insured's death by his own act, whether sane or insane, during the period of one year after the issuance of the policy. On his request, in his application for a policy, the policy was dated back 9 days to give him the benefit of the rate of a younger age, making the date of the policy May 9, 1908. Rich told a close friend of his that as soon as the one-year clause expired he would kill himself. The two propositions presented to the supreme court of North Dakota, in Harington *v.* Mutual Life Ins. Co., 131 Northwestern Reporter, 246, are: Is the de-